Pt. I

1948

File No. 9233/36

B CLASS

P.W. DEPARTMENT

El. BRANCH

Subject:—

Agreement.

Draft model ~~from~~ form of agreement to be incorporated in street lighting, Agreements between the Grid Authority and local bodies

B [K] 1951

El. Br.

File No. 9233/36 pt. I

Etd. Scott. Slip. 24 A

G.R., G D., No. 2408, dated 22-6-22.]

Correspondence

DOCKET SHEET (B) Pt I

Subject :—

File No. 9233/36

P.W. DEPT.

E1. BRANCH.

References :—

Copies from main B(CW)

Date.	To whom sent.	Notes and instructions.

For further orders please see G.R.PW.D.No. 9233/36, dated the 9/5/52(file No.9233/36/43245).

Street Lighting Service Agreement between the Grid Authority and Municipalities.

GOVERNMENT OF BOMBAY.

Public Works Department.
Resolution No.9233/36.
Bombay Castle, 4th April 1949.

Letter from the Electrical Commissioner with the Government of Bombay No.Elg. 328(a)/1460, dated the 3rd February 1948.

"I submit herewith for the approval of Government draft model conditions proposed to be incorporated in the agreement between the Grid Authority and local bodies for supply of street lighting service.

2 The Proposed conditions are generally in accord with modern practice of progressive licensees and State Authorities engaged in this business in this country and abroad, In regard to the method of charges outlined in Schedule A to the model conditions I have to make the following observations:-

"For complete street lighting service including the provisions operation and maintenance of the street lighting system and lamp bulb replacements, three alternative methods for charging are commonly adopted-

(1.) An over all rate per KWH with a minimum annual guarantee for consumption of energy which has to be different at each place depending upon the size of installation to adequately protect the supplier's investment.

(2.) Fixed charge per lamp of each size per month covering service for a specified number of hours per annum.

(3) A three part tariff made up of:-

a) An investment charge being the percentage of direct investment to protect the capital expenditur incurred for the benefit of the consumer.

b) A block type rate (with fuel adjustment clause in case of thermal schemes)per KWH supplied to cover all in cost of generation and distribution.

c) Charges for lamp replacements at cost plus a percentage to cover stores and other handling charges.

'Method No.3 is considered most equitable and flexible, Its application can be extended to any town or village covered by diff. schemes by merely changing item (b) of the tariff to correspond with the all in cost of generation and distribution for the scheme concerned.. Both the Grid Authority and the consumer would be protected against wide fluctuations in cost of lamp replacements and recovery of fixed charges on capital expenditure incurred for the sole benefit of the consumer would at all times be assured. This method has, therefore, been adopted with suitable modifications.."

3. The Municipalities of Ratnagiri, Malvan.. Vengurla, Chiplun and Islampur have been contacted and a copy of the draft conditions has been furnished to them on the clear under standing that it is subject to the approval of Government The Islampur Municipality has already passed a resoluion* is attached herewith.. The other four municipalities are expected to communicate their acceptance shortly.

* at it's general meeting held on 22nd December 1947, on animously approving the draft conditons. & copy of the said Resolution.

4. I shall be onligied if Government approval is accorded to the draft model conditions and the Solicitor to Government requested to prepare a model form of agreement so that formal agreements may be executed with the municipalities. Meanwhile, steps are being taken to arrange for installation of street lamps as is authorised or may be authorised by the Municipalities concerned."

Read memorandum No.L.R.M.31/6, dated the 2nd A/ro; 1948, from the Electrical Engineer to Government..

Read Memorandum No.Elg. 328(a)7734, dated the 5th May 1948, No.Elg. 328(a)13232, dated the 3rd August 1948 and Elg.328(a)20130, dated the 29th December 1948, from the Electrical Commissioner with the Government of Bombay.

Resolution:--Government is pleased to direct the agreement* for the supply of street lighting service by the Grid Authority tothe Municipalities should be executed in the form attached to this resolution.

2. The agreement is chargeable with the stamp duty of Rs. 1-8-0 under (Article 5(c) of the schedule I to the Indian Stamp Act

By order of the Governor of Bombay..

Sd/-

K.V.Joglekar..

Deputy Secretary to Government.

G.R.No.9233/36, P.W.D., dated the 4th April 1949..

To

The Finance Department,

The Health and Local Government Department..

The Electrical Commissioner with the Government of Bombay.

The Electrical Engineer to Government..

The Accountant General , Bombay

No.. of 1949.

Copy forwarded for information and guidance to

Accompaniment to Government Resolution, Public Works Department No.9233/36, dated the 4th April1949..

AN AGREEMENT made at this the day of one thousand nine hundred and forty Between THE Governor of BOMBAY (hereinafter referred to as "the Supplier" which expression shall unless exeluded by or repugnant to the context included his successors in office and assigns) of the one part and the Borough Municipality Municipality of constituted under the Bombay Borough Municipality District Muncilpal Act 1910, Act 1925. (hereinafter referred to as "the consumer " which expression shall unless excluded by or repugnant to the context include its successors and assigns) of the other part..

WHEREAS the supplier and the Consumer have mutually agreed that the Supplier shall provide erect and maintain street lighting installation and supply electrical energy on the roads within the municipal limits of the consumer, more particularly descroribed in the plan annexed hereto for the period and upon temrs and conditions hereinafter contained.

Now, therefore, these presents witness and it is hereby agreed by and between the parties hereto as follows. :-

1. The Supplier shall provide, erect and maintain street lighting installation initially consisting of fixtures at points selected by the supplier with the consent of the Consumer and shall equip the same with incandescent filament

Install-ation and maintenance of street light-ing service.

lamps. The Supplier shall carry out the additions to the number of street lighting fixtures as may be required by the Consumer from time to time. The consumer shall give to the supplier reasonable notice in writing of such requirements.

2 All lamps fitted under this Agreement shall be of 40 Wattas capacity except at such points where lamps of larger capacity may be specifically required by the consumer in which case the consumer shall give to the supplier reasonable notice of the number of lamps their exact capacity and the points where lamps of larger capacity are required. Size of lamps used.

3. Whenever any alternative is required by the consumer in the fixtures or positions of fixtures, such alteration shall be carried out by the Supplier at the entire cost of the Consumer. Alteration to installations.

4. All lamps fitted and in service shall have a burining schedule of not less than 2200 hours per year . The Consumer shall communicate to the Supplier every month a schedule of hours of lighting for every month at least three days before the first day of every such month and the supplier shall during that month switch the lights on and off according to the said schedule. Burning hour schedule.

5 The supplier shall replace burnt out lamps promptly within 24 hours from the receipt by the written notice from the Consumer. Replacement of lamp of *Designation of the Officer.

6. The Consumer shall pay to the supplier for such street lighting service charges at the rates and in the manner specified is Schedule A herto. Charges for service.

7. The quantity of energy supplied to the consumer under this Agreement shall be ascertained of a meter or meters to be installed and maintained by the supplier at the Power House of any other place or places which may in the opinion of the be convenient. If more Measurement of energy consumed. / Designation of the Officer.

than one meter is used, for spearately measuring the energy supplied for different points the quantity of the energy supplied shall be computed by adding the readings of all such meters but if more than one meter is used for check measuring the energy supplied at one point the quantity of energy supplied shall be computed by average reading of all such meters..

Reading of meters. 8. The readings of the meter or meters as the case may be shall be taken by the respective authorised representatives of the Consumer and the Supplier on the first day of each succeeding month between the hours of 8 a.m.. and 4 p.m.

Rents. 9. The Consumer shall pay to the supplier rental for meters in accordance with the standard rates in foree from time to time.

Measurement of unmentered energy. 10. In the case of installation where in the opinion of the Designation of the officer. it would be impracticable to install and /or maintain a meter or where the meter reading is, on the face of it, in correct, for the purposes of preparing the bills the consumption will be computed according to the rated capacity of the lamps plus 10 per cent.. for losses , multimplied by the number of the hours of use..

Payment of Bills. 11. The Supplier shall on or before the 10th day of each calendar monty deliver to the Consumer a statement or bill showing service rendered including the quantity of energy supplied during the preceding month and the amount payable therefor and the Consumer shall within fifteen days from the date of delivery of such statement or bill pay such amount to the Supplier at the office of or as may be otherwise required by the Supplier. In the event of any bill or any part thereof not being paid within such period the consumer shall in addition to and without prejudice to the right of supplier to disconnect the service and other remedies of the Supplier, pay interest on the amount so remaining due at the rate of nine per cent per annum from the expiration of such fifteen days from the receipt of such statement or bill until payment.. Should the Supplier by compelled to disconnect the service under the Indian Electricity Act.

1910 in consequence of the Consumer(s failure to pay the monthly bill for service, the amount payable by the consumer for service ren -dered until the time of such disconnection shall immediately become payable to the supplier and during the period of such temporary disconnection, the consumer shall continue to remain under an obligation to pay the charges accruing to the Supplyer under Schdule A hereof. The supply will be immediately resumed on receipt of the outstanding amounts.

12 The energy supplied to the consumer shall be on the alter- nating current system at a normal pressure of 230 volts with a frequency of 50 cycles per second. System of supply.

13 The Supply of electric energy under this agreement shall be available continuously exept in cases of lockouts, strikes of the employees of the Supplier, breakdown of machinery or plant force mejeure or any other cause over whih the Supplier shall have no contorl and in any such case the supplier shall not be responsible for any discontinuance of the energy but shall ~~not be responsible for any discontinuance of the energy but shall~~ restore the supply as soon as he reasonably can .. Non responsibility fo interrup .

14 Either party hereto may determine this Agreement at the end of a period of seven years from the day day of

19. or at the end of every subsequent period of three years by giving to the other three months previous notice in writing of his intention so to do and at the expiration of such notice this Agreement shall cease and determine provided that either party to these presents may give similar notice to the other at the end of similar periods intimating desire to have the provisions hereof revised or altered together with full particulars in respect of the revision or alteration so desired and in default of any ggreement between the parties regarding such revision or alteration the point in dispute shall be referred to the Secretary to the Government of Bombay, Public Works Department, whose decision in the matter shall be final and binding.

15. The marginal notes do not form party of this agreemant shall not be referred to for construction or interpretation. marginal notes.

*In case of Municipality constituted under Bombay District Municipal Act.. 1910.

/ In the case of Municipality constituted under Bombay Municipal Boroughs Act. 1925.

IN WITNESS WHEREOF the Electrical Commissioner with the Government of Bombay has for and on behalf of the Government of Bombay set his hand and the seal of his office and * the President of the Municipality and and and other Councillors of the Municipality have hereunto set their hands and the Common Seal of the Municipality hath been hereunto affixed . The Chief Officer of the Municipality duly authorised in thi behalf by a resolution of the Municipality passed on the day of 194 as required by clause (c) of sub section (3) and clause (a) of sub section (4)of section 48 of the Bombay Municipal Boroughs Act, 1925, hath hereunto set his hand and the common seal of the Municipality hath been hereunto affixed in the presamce of two members of the standing committee as required by su section (2) of section 49 of the said Act.

Signed, Sealed and delivered by Electrical Commissioner with the Government of Bombay.
in the presence of-

1.

2.

Signed by President and and
two Councillors of the Municipality of
and sealed with the common seal
of the Municipality of in the
presence of .

1-

2.

SCHEDULE A.

The tariff herein described includes the provision. maintenance, operation and control of the street lighting system, the electrical energy requirements, cleaning of lamps and fixtures and renewal and replacements of supplier's property necessitated by any reasons including loss of damage by theft,

breakage or any other reason.

I. Investment charge:- This shall consist of interest and depreciation charges on investiment in property and equipment shown in the supplier's capital account under the head street lighting system in the town of and shall be determined as follows :-

Interest at the rate of 0-5 per cent, per annum over average rate paid in the preceding year of account on the monies raised by the supplier for his various electrification schemes.

Depreciation in accordance with the scale adopted by the supplier for each type of asset comprising the street lighting system. One twelfth of the total annual charge so computed shall be billed monthly and the whole shall be adjusted annually.

II. Energy Charge- The energy charges for the monthly consumption to be billed each month will be computed on the estimated all in average cost per KWH for local generation and distribution of energy for each year of accounts as determined by the Grid Authority in accordance with its standard parctive plus the proportion of management and general establishment charge (local and headquarters) as allocated to the local power system plus ten per cent subject to the provision that the rate for energy so determined shall never be higher than the standard domestic lighting rate that may be fixed for that area. The bills will be adjusted annually at the end of each year after the actual all in cost etc. is known.

III. Lamp renewals and replacements:- The consumer shall be billed monthly for the replacements of lamps made during the month as per record of the number, size and type of replaements at actual delivered cost per lamp of each type as shown in the records plus 10 per cent to cover handling charges.